

Gabriel G. Green (SBN: 222445)
ggreen@buchalter.com
Lucas A. Davidson (SBN: 295894)
ldavidson@buchalter.com
Kevin J. Connelly (SBN: 339857)
kconnelly@buchalter.com
BUCHALTER, A PROFESSIONAL CORPORATION
1000 Wilshire Boulevard, Suite 1500
Los Angeles, California 90017
Tel: (213) 891-0700
Fax: (213) 896-0400

*Attorneys for Defendant and Counterclaimant
Agency Enterprise, LLC, a California limited liability company*

Kate L. Benveniste (CA SBN 336279)
kate.benveniste@gtlaw.com
Nicole M. Goodwin, SBN 024593 (pro hac vice)
nicole.goodwin@gtlaw.com
Matthew P. Hoxsie, SBN 034952 (pro hac vice)
hoxsiem@gtlaw.com
GREENBERG TRAURIG, LLP
2375 E. Camelback Road, Suite 800
Phoenix, AZ 85016
Telephone: (602) 445-8000

*Attorneys for Plaintiff and Counterdefendant
Carbon Arc Corporation*

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA –
WESTERN DIVISION**

Carbon Arc Corporation, a Delaware
corporation

Plaintiff/Counterdefendant,

v.

Agency Enterprise, LLC, a California
limited liability company

Defendant/Counterclaimant.

Case No. 2:24-cv-04122-JFW-JC

**STIPULATED PROTECTIVE
ORDER -- DISCOVERY MATTER**

**[CHANGES MADE BY COURT
TO PARAGRAPHS 1.1, 3, 8, 9(C),
& 12.3]**

STIPULATED PROTECTIVE ORDER

1 **1. INTRODUCTION**

2 **1.1 PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
7 enter the following Stipulated Protective Order. The Parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use extends
10 only to the limited information or items that are entitled to confidential treatment
11 under the applicable legal principles. The Parties further acknowledge, as set forth
12 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
13 to file confidential information under seal; Civil Local Rule 79-5 and Paragraph 9
14 of the District Judge's Standing Order (Docket No. 37) set forth the procedures that
15 must be followed and the standards that will be applied when a party seeks
16 permission from the court to file material under seal.

17 **1.2 GOOD CAUSE STATEMENT**

18 Good cause exists to enter a Protective Order in this action. Plaintiff and
19 Counterdefendant Carbon Arc Corporation ("Carbon Arc") is a technology
20 company that sells structured data products designed to enhance its customers'
21 ability to make informed business decisions in an efficient and compliant manner.
22 Defendant and Counterclaimant Agency Enterprise, LLC ("AE") is a software
23 development, data science, and design agency that creates custom software,
24 blockchain projects, and insights for product design while also providing data
25 prediction analytics and artificial intelligence solutions.

26 This action involves claims that the applicable contract under which AE
27 provided software development, coding, product design, and insights to Carbon
28 Arc was breached. Carbon Arc claims AE overbilled and under-delivered. AE

1 claims Carbon Arc owes it the amounts in Carbon Arc's unpaid invoices, which
2 Carbon Arc refused to pay after Carbon Arc manufactured an illegitimate excuse,
3 in part influenced by outside investors.

4 The nature of this action thus requires the discovery and production of
5 documents, communications, and witness testimony concerning valuable research
6 and development, and commercial, financial, technical and/or proprietary
7 information for which special protection from public disclosure and from use
8 for any purpose other than prosecution of this action is warranted because the
9 Parties' claims and defenses surround the performance of sophisticated, valuable,
10 and competitive information technology. Such confidential and proprietary
11 materials and information consist of, among other things, confidential business
12 or financial information, information regarding confidential business practices, or
13 other confidential research, development, or commercial information (including
14 information implicating privacy rights of third parties), information otherwise
15 generally unavailable to the public, or which may be privileged or otherwise
16 protected from disclosure under state or federal statutes, court rules, case
17 decisions, or common law.

18 Moreover, good cause exists for a two-tiered, Attorneys' Eyes Only
19 designation so that the Parties may designate particularly sensitive confidential and
20 proprietary information given that both Parties operate in the highly competitive
21 and rapidly evolving information technology marketplace. Though the Parties
22 anticipate that "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
23 designations will be used infrequently, in order to facilitate discovery, avoid
24 discovery disputes, and potentially encourage resolution, a two-tiered designation
25 is necessary.

26 Accordingly, to expedite the flow of information, to facilitate the prompt
27 resolution of disputes over confidentiality of discovery materials, to adequately
28 protect information the Parties are entitled to keep confidential, to ensure that the

1 Parties are permitted reasonable necessary uses of such material in preparation
2 for and in the conduct of trial, to address their handling at the end of the litigation,
3 and serve the ends of justice, a Protective Order for such information is justified in
4 this matter.

5 Should certain materials be disclosed publicly, the Parties' sensitive,
6 confidential, and proprietary business information will be available to their
7 competitors, thereby jeopardizing each Party's competitive "edge" in the
8 marketplace—a marketplace that itself is on the "cutting edge" of technological
9 development in areas such as artificial intelligence.

10 It is the intent of the Parties that information will not be designated as
11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
12 ONLY" for tactical reasons and that nothing be so designated without a good
13 faith belief that it has been maintained in a confidential, non-public manner, and
14 there is good cause why it should not be part of the public record of this case.

15 **2. DEFINITIONS**

16 2.1 Action: The above-captioned action entitled *Carbon Arc Corporation*
17 *v. Agency Enterprise, LLC, et al.*, Central District of California Case No. 2:24-cv-
18 04122-JFW-JC.

19 2.2 Challenging Party: a Party or Non-Party that challenges the
20 designation of information or items under this Order.

21 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
22 how it is generated, stored or maintained) or tangible things that qualify
23 for protection under Federal Rule of Civil Procedure 26(c), and as specified
24 above in the Good Cause Statement.

25 2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
26 Information or Items: extremely sensitive "CONFIDENTIAL" Information or
27 Items, the disclosure of which to another Party or Non-Party would create a
28 substantial risk of serious harm that could not be avoided by less restrictive means.

1 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
2 their support staff).

3 2.6 Designating Party: a Party or Non-Party that designates information
4 or items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY.”

7 2.7 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony, transcripts, and tangible things), that are produced
10 or generated in disclosures or responses to discovery in this matter.

11 2.8 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve
13 as an expert witness or as a consultant in this Action.

14 2.9 House Counsel: attorneys who are employees of a party to this
15 Action. House Counsel does not include Outside Counsel of Record or any other
16 outside counsel.

17 2.10 Non-Party: any natural person, partnership, corporation, association,
18 or other legal entity not named as a Party to this action.

19 2.11 Outside Counsel of Record: attorneys who are not employees of a
20 party to this Action but are retained to represent or advise a party to this Action and
21 have appeared in this Action on behalf of that party or are affiliated with a law firm
22 which has appeared on behalf of that party, and includes support staff.

23 2.12 Party: any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.
28

1 2.14 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 2.16 Receiving Party: a Party that receives Disclosure or Discovery
9 Material from a Producing Party.

10 **3. SCOPE**

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or
14 compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected Material other
16 than during a court hearing or at trial.

17 Any use of Protected Material during a court hearing or at trial will be
18 governed by the orders of the presiding judge. This Order does not govern the use
19 of Protected Material during a court hearing or at trial.

20 **4. DURATION**

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order will remain in effect until a Designating Party agrees
23 otherwise in writing or a court order otherwise directs. Final disposition will be
24 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
25 with or without prejudice; and (2) final judgment herein after the completion and
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
27 including the time limits for filing any motions or applications for extension of time
28 pursuant to applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for
3 Protection.

4 Each Party or Non-Party that designates information or items for protection
5 under this Order must take care to limit any such designation to specific material
6 that qualifies under the appropriate standards. The Designating Party must
7 designate for protection only those parts of material, documents, items, or oral or
8 written communications that qualify so that other portions of the material,
9 documents, items, or communications for which protection is not warranted are not
10 swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited.
12 Designations that are shown to be clearly unjustified or that have been made for an
13 improper purpose (e.g., to unnecessarily encumber the case development process
14 or to impose unnecessary expenses and burdens on other parties) may expose the
15 Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that
17 it designated for protection do not qualify for protection, that Designating Party
18 must promptly notify all other Parties that it is withdrawing the inapplicable
19 designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in
21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
23 under this Order must be clearly so designated before the material is disclosed or
24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or trial
28 proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” (hereinafter “CONFIDENTIAL legend” and “HIGHLY
3 CONFIDENTIAL legend,” respectively), to each page that contains protected
4 material. If only a portion or portions of the material on a page qualifies for
5 protection, the Producing Party also must clearly identify the protected portion(s)
6 (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents available for
8 inspection need not designate them for protection until after the inspecting Party
9 has indicated which documents it would like copied and produced. During the
10 inspection and before the designation, all of the material made available for
11 inspection will be deemed “CONFIDENTIAL.” After the inspecting Party has
12 identified the documents it wants copied and produced, the Producing Party must
13 determine which documents, or portions thereof, qualify for protection under this
14 Order. Then, before producing the specified documents, the Producing Party must
15 affix the “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to
16 each page that contains Protected Material. If only a portion or portions of the
17 material on a page qualifies for protection, the Producing Party also must clearly
18 identify the protected portion(s) (e.g., by making appropriate markings in the
19 margins).

20 (b) for testimony given in depositions that the Designating Party
21 identify the Disclosure or Discovery Material on the record, before the close of the
22 deposition all protected testimony.

23 (c) for information produced in some form other than documentary
24 and for any other tangible items, that the Producing Party affix in a prominent place
25 on the exterior of the container or containers in which the information is stored the
26 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
27 EYES ONLY.” If only a portion or portions of the information warrants protection,
28 the Producing Party, to the extent practicable, will identify the protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party's right to secure protection under this Order for such
4 material. Upon timely correction of a designation, the Receiving Party must make
5 reasonable efforts to assure that the material is treated in accordance with the
6 provisions of this Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's
10 Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party will initiate the dispute
12 resolution process (and, if necessary, file a discovery motion) under Local Rule
13 37.1 et seq.

14 6.3 The burden of persuasion in any such challenge proceeding will be on
15 the Designating Party. Frivolous challenges, and those made for an improper
16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
17 parties) may expose the Challenging Party to sanctions. Unless the Designating
18 Party has waived or withdrawn the confidentiality designation, all parties will
19 continue to afford the material in question the level of protection to which it is
20 entitled under the Producing Party's designation until the Court rules on the
21 challenge.

22 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

23 7.1 Basic Principles. A Receiving Party may use Protected Material that
24 is disclosed or produced by another Party or by a Non-Party in connection with this
25 Action only for prosecuting, defending, or attempting to settle this Action. Such
26 Protected Material may be disclosed only to the categories of persons and under
27 the conditions described in this Order. When the Action has been terminated, a
28

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action,
11 as well as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House
14 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
15 this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to
17 whom disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and
22 Professional Vendors to whom disclosure is reasonably necessary for this Action
23 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
24 A);

25 (g) the author or recipient of a document containing the information
26 or a custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses, and attorneys for witnesses,
28 in the Action to whom disclosure is reasonably necessary provided: (1) the

1 deposing party requests that the witness sign the form attached as Exhibit A hereto;
2 and (2) they will not be permitted to keep any confidential information unless they
3 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
4 otherwise agreed by the Designating Party or ordered by the court. Pages of
5 transcribed deposition testimony or exhibits to depositions that reveal Protected
6 Material may be separately bound by the court reporter and may not be disclosed
7 to anyone except as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting
9 personnel, mutually agreed upon by any of the parties engaged in settlement
10 discussions.

11 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
12 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
13 in writing by the Designating Party, a Receiving Party may disclose any
14 information or item designated “HIGHLY CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action,
16 as well as employees of said Outside Counsel of Record to whom it is reasonably
17 necessary to disclose the information for this Action; and,

18 (b) the author or recipient of a document containing the information
19 or a custodian or other person who otherwise possessed or knew the information;
20 and,

21 (c) Experts (as defined in this Order) of the Receiving Party to
22 whom disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

24 ///

25 ///

26 ///

27 ///

28 ///

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such
8 notification will include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena
10 or order to issue in the other litigation that some or all of the material covered by
11 the subpoena or order is subject to this Protective Order. Such notification will
12 include a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served
16 with the subpoena or court order will not produce any information designated in
17 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
19 subpoena or order issued, unless the Party has obtained the Designating Party’s
20 permission or unless otherwise required by the law or court order. The Designating
21 Party will bear the burden and expense of seeking protection in that court of its
22 confidential material and nothing in these provisions should be construed as
23 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
24 directive from another court.

25 ///

26 ///

27 ///

28 ///

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced
4 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
5 information produced by Non-Parties in connection with this litigation is protected
6 by the remedies and relief provided by this Order. Nothing in these provisions
7 should be construed as prohibiting a Non-Party from seeking additional
8 protections.

9 (b) In the event that a Party is required, by a valid discovery
10 request, to produce a Non-Party’s confidential information in its possession, and
11 the Party is subject to an agreement with the Non-Party not to produce the Non-
12 Party’s confidential information, then the Party will:

13 (1) promptly notify in writing the Requesting Party and the
14 Non-Party that some or all of the information requested is subject to a
15 confidentiality agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the
17 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
18 reasonably specific description of the information requested; and

19 (3) make the information requested available for inspection by
20 the Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court
22 within 14 days of receiving the notice and accompanying information, the
23 Receiving Party may produce the Non-Party’s confidential information responsive
24 to the discovery request. If the Non-Party timely seeks a protective order, the
25 Receiving Party will not produce any information in its possession or control that
26 is subject to the confidentiality agreement with the Non-Party before a
27 determination by the court unless otherwise required by the law or court order.
28

Absent a court order to the contrary, the Non-Party will bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order, no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on
5 any ground to use in evidence of any of the material covered by this Protective
6 Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Civil Local Rule 79-5 and Paragraph 9 of the
9 District Judge's Standing Order (Docket No. 37). Protected Material may only be
10 filed under seal pursuant to a court order authorizing the sealing of the specific
11 Protected Material at issue. If a Party's request to file Protected Material under
12 seal is denied by the court, then the Receiving Party may file the information in the
13 public record unless otherwise instructed by the court.

14 **13. FINAL DISPOSITION**

15 After the final disposition of this Action, as defined in paragraph 4, within
16 60 days of a written request by the Designating Party, each Receiving Party must
17 return all Protected Material to the Producing Party or destroy such material. As
18 used in this subdivision, "all Protected Material" includes all copies, abstracts,
19 compilations, summaries, and any other format reproducing or capturing any of the
20 Protected Material. Whether the Protected Material is returned or destroyed, the
21 Receiving Party must submit a written certification to the Producing Party (and, if
22 not the same person or entity, to the Designating Party) by the 60 day deadline that
23 (1) identifies (by category, where appropriate) all the Protected Material that was
24 returned or destroyed and (2) affirms that the Receiving Party has not retained any
25 copies, abstracts, compilations, summaries or any other format reproducing or
26 capturing any of the Protected Material. Notwithstanding this provision, Counsel
27 are entitled to retain an archival copy of all pleadings, motion papers, trial,
28 deposition, and hearing transcripts, legal memoranda, correspondence, deposition

1 and trial exhibits, expert reports, attorney work product, and consultant and expert
2 work product, even if such materials contain Protected Material. Any such archival
3 copies that contain or constitute Protected Material remain subject to this Protective
4 Order as set forth in Section 4 (DURATION).

5 **14. Any willful violation of this Order may be punished by civil or criminal**
6 **contempt proceedings, financial or evidentiary sanctions, reference to**
7 **disciplinary authorities, or other appropriate action at the discretion of the**
8 **Court.**

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 All other signatories listed below, and on whose behalf the filing is
11 submitted, concur in this filing's content and have authorized the filing.

12
13 DATED: August 16, 2024

BUCHALTER, A Professional Corporation

14 By: /s/ Kevin J. Connelly

15 Gabriel G. Green

16 Lucas A. Davidson

17 Kevin J. Connelly

Attorneys for Agency Enterprise, LLC

18
19 DATED: August 19, 2024

GREENBERG TRAURIG, LLP

20 By: /s/ Matthew P. Hoxsie (w/ permission)

21 Kate Benveniste

22 Nicole M. Goodwin

23 Matthew P. Hoxsie

Attorneys for Carbon Arc Corporation

24 IT IS SO ORDERED this 23rd day of August, 2024

25
26 /s/

Honorable Jacqueline Chooljian

27 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address],
declare under penalty of perjury that I have read in its entirety and understand
the Stipulated Protective Order that was issued by the United States District Court
for the Central District of California on August 23, 2024, in the case of *Carbon
Arc Corporation v. Agency Enterprise, LLC, et al.*, Central District of California
Case No. 2:24-cv-04122-JFW-JC. I agree to comply with and to be bound by all
the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature
of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____
[print or type full name] of _____
[print or type full address and telephone number] as my California agent for service
of process in connection with this action or any proceedings related to enforcement
of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____